

Addendum to 2022-2024 Law Enforcement Services Agreement

This Addendum to 2022-2024 Law Enforcement Services Agreement (hereinafter referred to as "Addendum") is made and entered into as of _____ by and between the Grant County Sheriff's Office, (hereinafter referred to as "the Sheriff's Office") and , Live Nation Worldwide, Inc., (hereinafter referred to as "Live Nation"), collectively referred to as the "Parties", both of whom agree to be bound both by this Addendum and the 2022-2024 Law Enforcement Services Agreement ("Original Agreement").

Addendum Conditions: This Addendum is by and between the Parties with regard to Traffic Control and Law Enforcement Costs (including overtime). This Addendum shall amend the Original Agreement entered into as of June 7th, 2022 , a copy of which is attached as Attachment A. This is the first Addendum to the original contract.

Through this Addendum, the Parties agree to change to the existing Contract:

Adding language that would allow the Grant County Sheriff's Office to pay Washington State Patrol detectives to assist with conducting undercover operations on an as needed basis.

The Parties amend Clause 3 of the Original Agreement to include the following terms:

WSP shall provide undercover commissioned law enforcement staff and assigned vehicle(s) for law enforcement services for special events as coordinated between the WSP and the Sheriff's Office, occurring within or proximal to the Gorge Amphitheatre which is subsequently managed by Live Nation.

Live Nation will pay for WSP staff at their overtime rate for shifts spent policing the area at or nearby the Gorge during event days or evenings, when mutually agreed upon between Live Nation and the Sheriff's Office. Billing for the aforementioned expense will be directed to Live Nation's Northwest office located at 100 S King ST., Suite 320, Seattle, WA 98104.

All WSP commissioned law enforcement staff will be compensated at their overtime rates (via labor agreements to include benefits). The rate of pay for WSP personnel assigned to the Gorge shall be within a range of \$138.48 per hour to \$160.24 per hour depending on the specific law enforcement officers' assignment, tenure, and/or rank.

Additional Addendum Terms:

1. This Addendum may be amended by mutual consent of both Parties. This Addendum may be altered or amended only by a subsequent agreement executed in writing by the Parties. This Addendum shall be constructed in accordance with and governed by the laws of the State of Washington
2. This Addendum shall be binding upon the parties hereto, including their heirs, successors, assigns, executors, and personal representatives.
3. If any term, condition, or other provision of this Addendum is found to be invalid or incapable of being enforced by any court of competent jurisdiction, all other terms, conditions, and provisions of this Addendum shall nevertheless remain in full force and effect.

This agreement is effective from the last date executed by the parties. This agreement is executed by the persons signing below who warrant that they have the authority to execute this agreement.

Executed this ____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS

GRANT COUNTY, WASHINGTON

Rob Jones, Chair

Cindy Carter, Vice-Chair

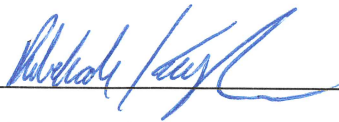
Danny E Stone, Member

ATTEST:

Barbara J. Vasquez

Clerk of the Board

Approved as to form:



Rebekah Kaylor, WSBA #53257

Civil Deputy Prosecuting Attorney

Date: 7/25/23

Executed this 21 day of July, 2023

LIVE NATION WORLDWIDE, INC.



D.P. Wilde, Senior Vice President

Live Nation Northwest

Attachment A

2022-2024 LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into by and between the following: The GRANT COUNTY SHERIFF'S OFFICE (the SHERIFF'S OFFICE), a political subdivision of the State of Washington, and Live Nation Worldwide, Inc. (LIVE NATION), a Delaware corporation doing business in the State of Washington.

RECITALS:

WHEREAS, LIVE NATION desires to manage and conduct concerts and/or events at the Gorge Amphitheater (Amphitheater), in Grant County, Washington; and

WHEREAS, LIVE NATION desires to manage and operate both the "Gorge Campground" and the Gorge Amphitheater, in Grant County, Washington; and

WHEREAS, the SHERIFF'S OFFICE desires to protect the safety, health and welfare of those persons affected by such concerts or events by providing law enforcement services. Security services shall be provided by LIVE NATION and

WHEREAS, LIVE NATION desires to cooperate with the SHERIFF'S OFFICE in LIVE NATION's efforts to provide adequate facilities and services to accommodate and protect these persons; and

WHEREAS, the parties hereto desire to memorialize their agreements.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

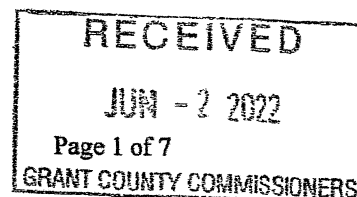
1. ATTENDANCE LIMIT

For single concert/event days LIVE NATION agrees to limit total attendance to twenty-two thousand (22,000) people per concert/event.

For multi-day and/or festival concerts/events, LIVE NATION agrees to limit total attendance to twenty-seven thousand five hundred (27,500) people per concert/event day.

Attendance is defined as the actual "drop count" which includes all persons physically attending the event holding either paid or complimentary tickets.

Attendance Limits may be increased during the term of this agreement should any Government issued license, permit or zoning change allow for a greater attendance limit.



2. **COMPLAINTS**

The SHERIFF'S OFFICE agrees to refer all non-criminal complaints regarding the concerts and events to local LIVE NATION management and to its on-site, private security firm, where appropriate.

3. **TRAFFIC CONTROL AND LAW ENFORCEMENT COSTS (including overtime)**

The actual number of Deputies to be assigned for an event will be made by the SHERIFF'S OFFICE after LIVE NATION and SHERIFF'S OFFICE have discussed and have mutually agreed upon a maximum number. The number of law enforcement personnel assigned in advance to any concert/event will be determined by the SHERIFF'S OFFICE in agreement with LIVE NATION, based on projected attendance, provided said projections are given to the SHERIFF'S OFFICE a minimum of one (1) month in advance of said event/concert. The SHERIFF'S OFFICE will provide law enforcement personnel based on estimated attendance figures coupled with the type of audience anticipated. LIVE NATION and the SHERIFF'S OFFICE agree to meet regularly prior to events to discuss internal security and external staffing for SHERIFF'S OFFICE policing during, after and immediately preceding Gorge events.

(A.) LIVE NATION will pay for non-exempt deputies at their overtime rate and exempt deputies a flat-rate for shifts spent policing the area at or nearby the Gorge during event days or evenings, when mutually agreed upon between LIVE NATION and the SHERIFF'S OFFICE. Billing for the aforementioned expense will be directed to LIVE NATION's Northwest office located at 100 S King St., Suite 320, Seattle, WA 98104. An "exempt deputy" refers to a deputy not entitled to Fair Labor Standards Act (FLSA) overtime. A "non-exempt deputy" refers to a deputy entitled to FLSA overtime.

(B.) In the event of an emergency, including without limitation, unexpected fights and/or riots, large and/or disruptive crowds, and/or unexpected concert/event and/or camping attendance, an incident command post may be established and the situation will be handled by law enforcement and others with jurisdiction. Within thirty (30) days after the emergency has been resolved and LIVE NATION has been presented with a bill for costs related to same, LIVE NATION will undertake a good faith evaluation regarding its payment of costs associated with said emergency call out, including personnel and equipment. LIVE NATION's review of costs in this regard will include, but is not limited to, costs associated with State, Federal, SHERIFFS OFFICE and city personnel.

Billing information will be provided to LIVE NATION by the Sheriff's Office monthly. Payment shall be made by LIVE NATION within ten (10) days after receiving the billing from the SHERIFF'S OFFICE.

All non-exempt patrol and corrections deputies, including reserves, will be compensated at their overtime rates (via labor agreements to include benefits) for each year, with an anticipated increase each year. The current 2022 rate of pay for law enforcement personnel assigned to the Gorge shall be within a range of \$67 per hour to \$127 per hour depending on the specific deputies' assignment, tenure and/or rank. It should be noted that the rate of pay for most of the deputies assigned to work this detail will range from \$74 per hour to

\$112 per hour. In the event that the SHERIFF'S OFFICE is unable to meet the necessary staffing levels with full-time deputies, they will augment the staffing levels with reserve deputies. The current 2022 rate of pay for reserve deputies is \$57.00 per hour.

Exempt deputies will be compensated at the following flat rates with an increase each year:

- 2022—\$130 per hour;
- 2023—\$138 per hour; and
- 2024—\$146 per hour.

LIVE NATION agrees to pay the aforementioned costs for law enforcement personnel for traffic control and law enforcement for specific concerts or events over and above the aforementioned numbers, including without limitation, the cost of a county employee or its designee as an "additional" person to operate the jail van, on an "as needed" basis when mutually agreed upon between LIVE NATION and the SHERIFF'S OFFICE. LIVE NATION will provide the SHERIFF'S OFFICE with "on site" office space to allow for a dispatch center for all concerts and events on the same or substantially similar basis as was provided during the 2021 concert season. The SHERIFF'S OFFICE will provide the necessary equipment to operate the aforementioned dispatch center. LIVE NATION shall provide law enforcement with on-site data telecommunications from/with the Washington State Patrol ("WSP") headquarters in Olympia for record checks (if available) on the same or substantially similar basis as was provided during the 2015 concert season. The SHERIFF'S OFFICE will provide the necessary computer to operate the aforementioned dispatch center. LIVE NATION shall compensate one (1) dispatcher, as designated by the SHERIFF'S OFFICE. Dispatchers will be compensated at their overtime rate (via labor agreements to include benefits). The overtime rate will range \$52 to \$80.00 per hour depending upon base rate of that employee assigned to provide dispatch services. High maintenance concerts and/or events may require two (2) dispatchers. LIVE NATION will directly compensate the SHERIFF'S OFFICE for a "second" dispatcher when mutually agreed upon between the SHERIFF'S OFFICE and LIVE NATION.

Compensation limits will be increased during the term of this agreement should any collective bargaining agreements (CBA) and/or specific assignments direct increases in salaries for those specifically affected employees. The SHERIFFS OFFICE will keep LIVE NATION informed of any changes to the CBA that affects these rates of pay.

LIVE NATION agrees to reimburse the SHERIFF'S OFFICE for their use of Grant County owned vehicles used for the purpose of providing law enforcement services for LIVE NATION events. LIVE NATION agrees to reimburse the SHERIFF'S OFFICE at a rate of one hundred dollars (\$100.00) per day per vehicle.

LIVE NATION agrees to pay an administrative fee of 1% for the Sheriff's office support staff administrative costs, and 1% for Grant County Accounting Staff administrative costs for a total of 2% administrative fees. The amount will be based on and in addition to the monthly total billed amount and will be included with the monthly billing.

4. **PUBLIC SAFETY LIAISONS**

LIVE NATION agrees to appoint and maintain a security liaison to direct its Gorge Campground security staff. The SHERIFF'S OFFICE agrees to designate a commissioned law enforcement officer (sergeant) from its staff, to serve throughout the year as its, principal liaison with the Amphitheater and the Gorge Campground. The SHERIFF'S OFFICE will commission a substation at the Gorge Campground office. Both parties agree that their liaisons shall be present at each Amphitheater concert and/or event and shall regularly coordinate monthly meetings and shall exchange information on the event before and after.

5. **PRIVATE SECURITY**

LIVE NATION agrees to continue to maintain an adequately staffed private security force (currently STARPLEX), for concerts and events at the Amphitheater, and after the end of the concert or event, including without limitation, the Gorge Campground. This internal security staff will be used to control traffic, parking and internal order and shall be under the overall direction of the Amphitheater security liaison.

6. **PUBLIC INFORMATION/COMMUNICATIONS**

LIVE NATION agrees to distribute public information via the internet or in hard copy format for each concert or event available to all Amphitheater and Gorge Campground patrons that contain an explanation of the rules regarding their use of the facility, relating to disturbing the peace, creating a public nuisance, violating state liquor and controlled substances, etc. This notice shall mention applicable penalties for unacceptable behavior ranging from expulsion from the Amphitheater and/or the Gorge Campground, fines or possible incarceration. This notice will also emphasize that illegal use of drugs or alcohol is strictly prohibited in the Amphitheatre and Campgrounds and provide information regarding ingress and egress to the Amphitheatre and Campground and any other local information deemed pertinent or useful to the patrons by LIVE NATION such as hotels and local services.

7. **ANNUAL REVIEW**

Within ninety (90) days following the final concert or event of each season, the parties will meet to review the effectiveness of this Agreement over the past season.

8. **ASSIGNABILITY**

LIVE NATION may not assign its rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the SHERIFF'S OFFICE.

9. **NO WAIVER**

No failure of the SHERIFF'S OFFICE or LIVE NATION to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

10. **INDEMNIFICATION/INSURANCE**

Each party shall be responsible for claims and/or damages to persons and/or property resulting from its own negligence and/or its officers, employees and/or agents. Neither party shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of the officers, employees and/or agents of the other party, its officers, employees and/or agents, PROVIDED: in the case of negligence of more than one (1) party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to each of the parties.

PROVIDED: LIVE NATION shall indemnify the SHERIFF'S OFFICE as to security related issues. LIVE NATION may discharge its responsibilities in this regard by and through a "private security provider" for LIVE NATION, currently Starplex, and cause the SHERIFF'S OFFICE to be named as an additional insured for those claims which liability is claimed against the SHERIFF'S OFFICE and/or GRANT COUNTY as the result of the actions and/or failures to act, of the private security provider, or where the private security provider is named as an agent of the SHERIFF'S OFFICE, based on actions and/or omissions of the private security provider. Such certificate of insurance will not apply to those circumstances where acts and/or omissions by the SHERIFF'S OFFICE form the sole basis for any claim or part of any claim.

(A.) Indemnification Insurance

During the life of this Agreement, and for liability originating from this Agreement, LIVE NATION (or its private security provider) shall maintain insurance coverage, including without limitation, errors and omissions, and negligence, in the performance of this Agreement or security related to concerts/events. Such insurance shall name the SHERIFF'S OFFICE as an additional insured and hold harmless and indemnify the SHERIFF'S OFFICE and its deputies, employees and agents from any and all claims resulting from those claims which liability is claimed against the SHERIFF'S OFFICE as the result of the actions and/or failures to act, of the private security provider for LIVE NATION or where the private security provider is named as an agent of the SHERIFF'S OFFICE, based on the actions and/or omissions of the private security provider. The aforementioned insurance may be obtained from any insurance company authorized to do business in the State of Washington and shall have policy limits of One Million and No/100 Dollars (\$1,000,000.00) or more. Within thirty (30) days of signature of the last party signing this Agreement, LIVE NATION (or its private security provider) shall submit evidence that such insurance is in full force and effect, and that such insurance will not be canceled during the time period LIVE NATION has to fully execute all of the terms and conditions of this Agreement, unless such policy is replaced by another policy with equal or better coverage. LIVE NATION's (or its private security provider) coverage of liability creating events accruing during this Agreement shall extend after the Agreement is terminated by its terms or order of a court with jurisdiction. Said insurance company shall be required to give the SHERIFF'S OFFICE written notice within seventy-two (72) hours if the policy is

canceled or otherwise terminated for any reason, including without limitation, non-payment of premium.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts and understandings, written and oral, including without limitation, the previous Concert Management Agreement executed by the parties. There are no terms, obligations, covenants or conditions other than those contained herein.

No modification, amendment or termination of this Agreement shall be valid and effective unless evidenced by an agreement in writing signed by the parties.

12. **SEVERABILITY**

If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Washington.

14. **TERM**

The term of this Agreement shall be for the 2022, 2023, and 2024 concert/calendar years, January 1, 2022 through December 31, 2024.

15. **RELATIONSHIP TO OTHER COUNTY PERMITS AND APPROVALS**

The parties agree that execution of this Agreement has no effect on any vested rights LIVE NATION may have pursuant to other Grant County permits and approvals. At the expiration of the Term of this Agreement, all other County permits and approvals which have not lapsed by their own terms will remain in effect.

16. **CAPTIONS**

The Captions in the Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

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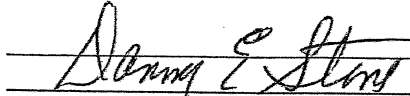
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This AGREEMENT is effective from the last date executed by the PARTIES. THIS AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute AGREEMENT.

Executed this 7th day of June, 2022


**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**



Danny E. Stone, Chair




Rob Jones, Vice-Chair



Cindy Carter, Member


Executed this 2nd day of JUNE, 2022

LIVE NATION, INC.



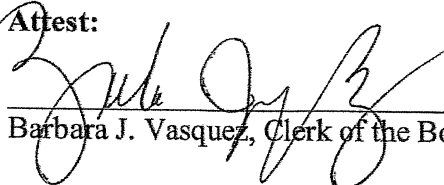
D.P. Wilde, Senior Vice President,
Live Nation Northwest

Approved:



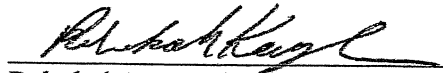
Tom Jones, Sheriff
Grant County Sheriff's Office

Attest:



Barbara J. Vasquez, Clerk of the Board

Approved As To Form:



Rebekah M. Kaylor WSBA No. 53257
Chief Civil Deputy Prosecuting Attorney

Date: 5/2/22